

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

January 21, 2003

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

RECORDATION NO. 24289 FILED

JAN 21 '03 2-00 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment of Lessor's Interest in Lease, dated as of January 21, 2003, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor: Residual Based Finance Corporation  
Three First National Plaza, Suite 777  
Chicago, Illinois 60602

Assignee: Allfirst Bank  
25 South Charles Street  
Baltimore, Maryland 21202

Mr. Vernon A. Williams  
January 21, 2003  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

7 locomotives: BNSF 2376 - BNSF 2382.

A short summary of the document to appear in the index is:

Assignment of Lessor's Interest in Lease.

Also enclosed is a check in the amount of \$30.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO.

24289

FILED

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

JAN 21 03

2-00 PM

SURFACE TRANSPORTATION BOARD

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") is made as of this 21 day of January, 2003 between **RESIDUAL BASED FINANCE CORPORATION**, an Illinois corporation (the "Assignor"), and **ALLFIRST BANK** (the "Assignee").

RECITALS

- A. Seller is the owner of 7 GP-38-2 diesel electric Locomotives, more specifically described in Schedule A attached hereto and made a part hereof (the "Locomotives").
- B. The Assignor has entered into that certain Lease Agreement dated as of April 1, 1991 and Rider One (1) dated as of April 1, 1999 (collectively, the "Lease") with The Burlington Northern and Santa Fe Railway Company.
- C. The Assignor has, pursuant to the Purchase and Sale Agreement of even date herewith (the "Agreement of Sale"), sold to the Assignee all of the Assignor's right, title and interest in and to the Locomotives.
- D. In connection with such sale of the Locomotives, Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in and to and obligations under the Lease, which Assignee expressly desires to assume.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment and Assumption. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to and obligations under the Lease, including, without limitation, all rent payable with respect to the Locomotives from January 1, 2003. Assignee hereby accepts the assignment of such right, title and interest of, and assumes the obligations of, Assignor under the Lease.
2. Representations and Warranties. The Assignor hereby represents and warrants to the Assignee the following:
  - (a) to the Assignor's knowledge, there are no defaults or events of defaults under the Lease;
  - (b) the Lease is presently in full force and effect as to Assignor;
  - (c) no rent under the Lease due after the date hereof has been paid in advance;

(d) the Assignor has not assigned, encumbered or transferred in any way its interest in the Lease except for liens released on or before the date hereof;

(e) a complete copy of the Lease is attached hereto as Exhibit A; and

(f) there are no Riders to the Lease other than the Rider dated November 25, 1991.

3. Additional Instruments. The Assignor shall execute and deliver such further instruments and take such actions as shall be reasonably required in order to carry out the transactions contemplated by this Agreement.

4. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement, the Agreement of Sale, the Acknowledgment and Agreement (as defined in the Agreement of Sale) and the Bill of Sale (as defined in the Agreement of Sale) comprise the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be made in this Agreement unless specifically reduced to writing and accepted by both parties. All prior negotiations and understandings of the parties are deemed merged into this Agreement.

(b) Amendment and Waiver. This Agreement may be amended, or any portion of this Agreement may be waived, provided that such amendment or waiver shall be in writing, executed by the parties to which any particular provision specifically relates and all such amendments and waivers made shall be binding upon the parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

(c) Inurement to Benefit of Assigns. All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of the parties, their respective successors and assigns.

(d) Severability. Each of the terms and provision of this Agreement, except for the payment of the purchase price to Seller, is and is deemed to be severable, in whole or in part, and, if any term or provision or their application in any circumstance should be invalid, illegal or unenforceable, the remaining terms and provisions or their application, to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected and shall remain in full force and effect.

(e) Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated and made a part of this Agreement by reference.

(f) Paragraph Headings. All paragraph and subparagraph headings are for convenience only and do not in any way limit to construe the contents of the paragraphs.

(g) Rights and Remedies. All rights and remedies granted any of the parties under this Agreement shall be cumulative.

(h) Survival of Representatives and Warranties. All representations, warranties and indemnifications shall survive the closing of the transactions contemplated by this Agreement.

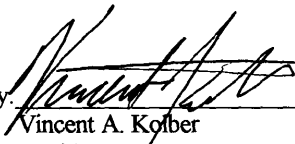
(i) Governing Law. The law of the State of Maryland shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

(j) Construction. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. This Agreement and all instruments executed to consummate the transactions contemplated shall be deemed to have been mutually negotiated, prepared and drafted, and in the event of its interpretation no consideration shall be given to the issue of which party prepared, drafted or requested any term, condition or agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has executed this Agreement under seal by its duly authorized officers as of the day and year first written above.

RESIDUAL BASED FINANCE CORPORATION  
("Seller")

By:  (SEAL)  
Vincent A. Kolber  
President

ALLFIRST BANK

By: \_\_\_\_\_ (SEAL)  
Richard M. Folio  
Vice President

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY, that on this 21 day of January, 2003, before me, personally appeared Vincent A. Kolber, to me personally known, who being by me duly sworn, says that he is the President of RESIDUAL BASED FINANCE CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.



  
Notary Public

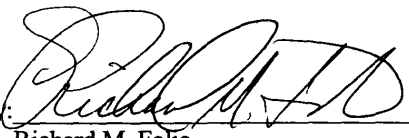
My Commission Expires:

IN WITNESS WHEREOF, the Assignor has executed this Agreement under seal by its duly authorized officers as of the day and year first written above.

RESIDUAL BASED FINANCE CORPORATION  
("Seller")

By: \_\_\_\_\_ (SEAL)  
Vincent A. Kolber  
President

ALLFIRST BANK

By:  \_\_\_\_\_ (SEAL)  
Richard M. Folio  
Vice President

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of January, 2003, before me, personally appeared Vincent A. Kolber, to me personally known, who being by me duly sworn, says that he is the President of RESIDUAL BASED FINANCE CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

STATE OF MARYLAND)

) SS: .

City of Baltimore)

On this 15<sup>th</sup> day of January, 2003, before me, a Notary Public of the City and State aforesaid, personally appeared Richard M. Folio, to me personally known, who being by me duly sworn, says that he is a Vice President of Allfirst Bank, a Maryland banking corporation, that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal

Notary Public

My commission expires: 7/1/2006





SCHEDULE A  
to Assignment of Lessor's Interest in Lease

DESCRIPTION OF LOCOMOTIVES

Seven (7) GP-38-2 diesel electric locomotives bearing the following marks and numbers:

BNSF 2376 through 2382, inclusive